

MAINTENANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that I/we, _____,
as Principal, and _____, a corporation organized and doing
business under and by virtue of the laws of the State of _____, and
duly licensed to conduct a general surety business in the State of Washington as
Surety, are firmly bound jointly and severally by these presents, unto the County of
Whatcom as Obligee for payment under the terms hereinafter stated in the sum of
_____ dollars (\$_____).

WHEREAS, the undersigned Principal and Surety warrant the design, and guarantee
the workmanship and materials used in the construction of the roads and drainage
system, for a period of two years from the date of written acceptance of said road(s) by
the County Engineer as constructed to County Standards in that project known as
_____;

NOW, THEREFORE, the Principal and Surety agree to the following:

1. In case of emergency repairs, as these are determined by the County, the County will perform the work with the following stipulations:
 - a. If the damage was caused because of faulty design, workmanship, or materials, then either the Developer or Surety, or both, will reimburse the County for its efforts immediately upon receipt of written demand from the County for the funds necessary to complete the repairs.
 - b. If the emergency did not relate to design, workmanship, or materials, then the County will bear the costs of repair.
2. In case of repairs or maintenance other than emergency:
 - a. When the need for repair is the result of faulty design, workmanship, or materials, then the County shall give the Developer a notice providing seven (7) days to repair the damage which will be repaired at the Developer's expense. If after seven (7) days the repairs are not done, or efforts to rectify the situation aren't agreed to, the County shall do the work at the Developer's and Surety's expense. Either the Developer or Surety, or both, will reimburse the County for its efforts immediately upon receipt of written demand from the County for the funds necessary to complete the repairs.
 - b. If the repairs or maintenance are not related to design, workmanship, or materials, then the County shall perform the work at its own expense.
3. Failure to perform according to the terms of this agreement shall render the Principal and Surety liable to the County for the amount of the bond or an amount sufficient to

complete the repairs. All costs related to collection of said monies shall be deducted from the secured amount prior to release of any residual monies.

4. At the end of the two-year period, the Developer or the Surety shall request the County Engineer to provide an inspection of the road and stormwater system. If the road and stormwater system are found by the County Engineer to be in satisfactory condition, then this obligation shall become null and void upon the Surety's receipt of written release of the bond from Whatcom County. Otherwise this bond is to remain in full force and effect until the Principal and Surety place the improvements in satisfactory condition as confirmed by County inspection, or until the amount of the bond or the cost of the necessary improvements is paid to the County.

IN WITNESS WHEREOF, the seal and signature of the said Principal is hereto affixed and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at _____, Washington, this _____ day of _____, 20_____.

PRINCIPAL

SURETY

Sign

Sign

Print

Print

Address _____

Address _____

Approved as to form:

Accepted on behalf of Whatcom County:

Daniel L. Gibson
Senior Civil Deputy Prosecutor

Assistant Director of Public Works